

EXHIBIT A

AMENDED AND RESTATED MANAGEMENT AGREEMENT

This Amended and Restated Management Agreement ("Agreement") is made and entered into this 27th day of June, 2014, by and between, Outer Drive Partners, LLC d/b/a Hartford Nursing & Rehabilitation Center, hereinafter referred to as "Operator" and Ciena Healthcare Management, Inc. hereinafter referred to as "Ciena".

Whereas, Operator desires to engage Ciena to render certain services relative to the operations of Outer Drive Partners, LLC d/b/a Hartford Nursing & Rehabilitation Center, a Long Term Care Facility located at 6700 Outer Drive, Detroit, Michigan 48235 ("Facility") and Ciena is willing to provide such services, in accordance with the provisions hereinafter set forth.

Whereas, Ciena has expertise in the business of providing management services to long term care and rehabilitation facilities and is willing to provide management services with respect to the Facility and Operator on the basis, terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements set forth below, and intending to be legally bound, the parties agree to amend and restate this agreement as follows:

ARTICLE I- APPOINTMENT

1.1 Exclusive Appointment of Ciena.

Subject to the terms and conditions of this Agreement, the Operator grants to Ciena the exclusive right and privilege to provide management services to the Facility as set forth in Article III. Ciena accepts this appointment and agrees to provide the management services outlined within the terms and conditions of this Agreement. Any previously executed management agreements between Ciena and the Operator are hereby expressly terminated by mutual agreement of the parties.

1.2 Compliance with Laws.

Ciena will provide management services for the Operator during the term of this Agreement in accordance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal authorities or departments including Medicare and Medicaid (all such requirements and authorizations collectively referred to as "Governmental Authorizations") in accordance with the terms and conditions hereinafter set forth. The Operator will comply with all Governmental Authorizations and comply with all Ciena policies and procedures in connection with the provision of healthcare services and maintenance of the physical aspects of the Facility.

1.3 Independent Contractor Relationship.

It is agreed that in all matters relating to this agreement, Ciena shall render the management services as an independent contractor. No relationship of employer-employee is intended nor created by this Agreement, and employees of Ciena are not

employees of the Operator under the meaning or application of any federal or state unemployment insurance laws, or other social security law, or any workers' compensation law, industrial law, or otherwise.

ARTICLE II - TERM

2.1 Term.

Subject to the rights of termination set forth in Article VII, the term of this Agreement will be for a fifteen (15) year period, commencing on the 30th day of June, 2014 ("Term").

2.2 Renewal.

At the end of the Term or any renewal term, this Agreement shall automatically renew for a period of one (1) year unless either party terminates with prior written notice of intent to terminate in accordance with Article VII of this Agreement.

ARTICLE III - OBLIGATIONS OF CIENA

3.1 Ciena Responsibilities.

In connection with the management of the Facility, Ciena shall, as agent and on behalf of Operator, perform or cause to be performed, the following services, to be consistent with the standard of care applied to comparable facilities in Facility's market area:

- A. Establish and implement policies and procedures necessary to effectuate Ciena's obligations and responsibilities under this Agreement and periodically review and amend such policies and procedures as needed;
- B. Obtain and maintain insurance coverage for the Operator through Ciena's risk management programs;
- C. Implement and maintain accounting systems using accounts and classifications consistent with those used in similar facilities in the general market area;
- D. Institute and amend from time to time, general salary scales, personnel policies and appropriate employee benefits for all employees at the Facility;
- E. Recommend a schedule of charges and issue bills for services and materials furnished by the Facility and collect accounts receivable and moneys owed to the Operator; design and maintain accounting, billing, patient and collection records; and prepare and file, or supervise the preparation and filing of, insurance, Medicare, Medicaid and any and all other necessary or desirable applications, reports and claims related to revenue production. Operator expressly constitutes Ciena, to the extent permitted by applicable law, as its agent to administer, process and collect, on Operator's behalf and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, as of the day and year first above written.

CIENA HEALTHCARE MANAGEMENT, INC.

By: _____

Anis Khan, Chief Financial Officer

**OUTER DRIVE PARTNERS, LLC D/B/A
HARTFORD NURSING & REHABILITATION
CENTER**

By: _____

Mohammad Qazi, Manager